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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

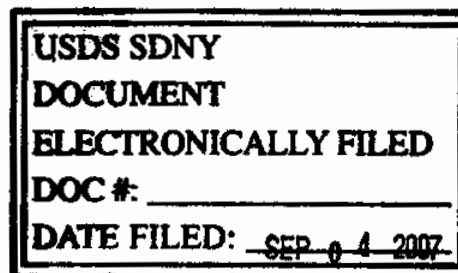
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MEDITERRANEAN SHIPPING COMPANY, S.A.

Plaintiff,

- against -

COACHELLA VALLEY EDIBLES, LLC.

Defendant.
-----X



Case No. 07 Civ. 7373 (PAC)

**STIPULATION OF
CONDITIONAL
DISMISSAL AND
ORDER**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned
counsel for Plaintiff and Defendant, that:

1. The Complaint and prayer for maritime attachment and garnishment filed in the
above-captioned action against Defendant will be dismissed with prejudice, conditional upon
Defendant making all payments under the Settlement Agreement entered into by Plaintiff and
Defendant no later than December 10, 2007, and the Court shall retain jurisdiction over this
matter pending complete performance of the Settlement Agreement, *but no later than 12/10/2007*

2. With the consent of this Court and unless the Court orders otherwise, and further
subject to the exception provided under paragraph 4 below, both parties agree not to hold, or to
adjourn a scheduling conference provided under Rule 26 of the Federal Rules of Civil Procedure
until such a date as the Court may choose but no sooner than December 20, 2007. *PTZ*

3. Plaintiff will promptly notify the Court upon complete performance of the Settlement
Agreement, on or after December 10, 2007 in order to dismiss with prejudice the above
captioned action, with all parties bearing their own costs and attorneys' fees.

4. In the event the Settlement Agreement is not completely performed, or in the event Defendant defaults on any terms, payments, actions or deadlines under the Settlement Agreement:

- (i) Plaintiff may promptly notify the Court of that particular event and the action shall resume without opposition from the Defendant in the same posture as existed immediately prior to the execution of this Stipulation and Order;
- (ii) Plaintiff may further resume the service of the Writ of attachment and the order of maritime and attachment and garnishment issued by this Court on August 17, 2007 on the garnishees;
- (iii) Plaintiff may reinstate the scheduling conference provided under paragraph 2 above.

5. The statute of limitations, or similar limitation periods, and any other defense relating to the passage of time, are tolled with respect to any claims or defenses that Defendant may raise arising out of or relating to the subject action, from the date of this Order to any reinstatement of this action pursuant to this Stipulation and Order.

6. This Stipulation may be executed in counterparts.

7. As part of the Settlement Agreement and upon execution of this Stipulation and Order, garnishee BANK OF AMERICA is ordered to issue without delay a wire transfer of the sum of \$17,500.00 representing two electronic funds transfers currently restrained as per this Court's order of maritime attachment and garnishment issued on August 17, 2007, plus any interest accrued thereon to JP Morgan Chase Bank, 4 New York Plaza, New York, NY 10004, ABA # 021000021, DeOrchis, Wiener & Partners, LLP, Attorney Trust Account, A/C # 681501279765.

Dated: New York, New York
August 24, 2007

DEORCHIS, WIENER & PARTNERS, LLP
Attorney for Plaintiff
MEDITERRANEAN SHIPPING
COMPANY, S.A.

By: O. DuPont
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PROSKAUER ROSE LLP
Attorney for Defendant
COACHELLA VALLEY EDIBLES, LLC.

By: Mary H. Rose
Mary H. Rose (MR-0701)

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SO ORDERED. SEP 11 2007

Paul H. Hutt
U.S.D.J.